

**UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA (LINCOLN)**

ERIC BEATY,
Plaintiff,

vs.

CASE NO.

Judge
Magistrate Judge

CITIBANK, N.A.; EXPERIAN INFORMATION
SOLUTIONS, INC.; TRANS UNION, LLC;
Defendants.

TRANS UNION, LLC’S NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, Defendant Trans Union, LLC (“Trans Union”) hereby removes the subject action from the District Court of Lancaster County, Nebraska, to the United States District Court for the District of Nebraska (Lincoln), on the following grounds:

1. Plaintiff Eric Beaty served Trans Union on or about February 16, 2021, with a Summons and Complaint filed in the District Court of Lancaster County, Nebraska. Copies of the Summons and Complaint are attached hereto as **Exhibit A** and **Exhibit B**, respectively. No other process, pleadings or orders have been served on Trans Union.

2. Plaintiff makes claims under, alleges that Trans Union violated and alleges that Trans Union is liable under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the “FCRA”). See Complaint ¶¶1, 2, 11-23, 47-57.

3. This Court has original jurisdiction over the subject action pursuant to 28 U.S.C. § 1331 since there is a federal question. As alleged, this suit falls within the FCRA which thus supplies this federal question.

4. Pursuant to 28 U.S.C. § 1441, et seq., this cause may be removed from the District Court of Lancaster County, Nebraska, to the United States District Court for the District of Nebraska (Lincoln).

5. Counsel for Trans Union has confirmed with the District Court of Lancaster County, Nebraska, by telephone, that they have no document or file suggesting any other Defendant has been served. To the best of Trans Union's knowledge, no other named Defendant in this matter has been served as of the date and time of this Notice Of Removal.

6. Notice of this removal will promptly be filed with the District Court of Lancaster County, Nebraska and served upon all adverse parties.

WHEREFORE, Defendant Trans Union, LLC, by counsel, removes the subject action from the District Court of Lancaster County, Nebraska to this United States District Court for the District of Nebraska (Lincoln).

Respectfully submitted,

/s/ Randall L. Goyette

Randall L. Goyette, Esq.

Bar No. 16251

Baylor Evnen, LLP

1248 O Street, Suite 600

Lincoln, NE 68508

Telephone: 402-475-1075

Fax: 402-475-9515

E-Mail: rgoyette@baylorevnen.com

Counsel for Defendant Trans Union, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been filed electronically on the **22nd day of February, 2021**. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's electronic filing.

None	
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The undersigned further certifies that a true copy of the foregoing was served on the following parties via First Class, U.S. Mail, postage prepaid, on the **22nd day of February, 2021** properly addressed as follows:

<u>for Plaintiff Eric Beaty</u> Tregg Lunn, Esq. Law Office of Tregg Lunn 830 L Street, Suite 200 Lincoln, NE 68508	
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/s/ Randall L. Goyette

Randall L. Goyette, Esq.

Bar No. 16251

Baylor Evnen, LLP

1248 O Street, Suite 600

Lincoln, NE 68508

Telephone: 402-475-1075

Fax: 402-475-9515

E-Mail: rgoyette@baylorevnen.com

Counsel for Defendant Trans Union, LLC

EXHIBIT A

Summons to Trans Union, LLC

Image ID:
D00614011D02

SUMMONS

Doc. No. 614011

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA
575 S. 10th Street - 3rd Floor
SEPARATE JUVENILE COURT-4th Floor
Lincoln NE 68508

Eric Beaty v. CitiBank NA

Case ID: CI 21 551

TO: Trans Union LLC

You have been sued by the following plaintiff(s):

Eric Beaty

Plaintiff's Attorney: Tregg R Lunn
Address: 830 L St, Suite 200
Lincoln, NE 68508-2205

Telephone: (402) 730-7021

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: FEBRUARY 10, 2021 BY THE COURT:

Trey Lunn
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Trans Union LLC
233 S 13th St, Ste 1900
Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

EXHIBIT B

Complaint to Trans Union, LLC

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

ERIC BEATY,

Plaintiff,

Case Number: CI 21 551

vs.

CITIBANK N.A., EXPERIAN
INFORMATION SOLUTIONS INC., AND
TRANS UNION, LLC,

Defendants.

COMPLAINT and JURY DEMAND

COMES NOW Plaintiff, through counsel, and for Plaintiff's causes of action against Defendants states as follows:

1. This is an action for damages brought by an individual consumer against the Defendants Experian and Trans Union for violations of the Fair Credit Reporting Act (hereafter FCRA) 15 U.S.C. §1681 et seq.
2. Jurisdiction of this Court arises under 15 U.S.C. §1681p and 28 U.S.C. §1331.
3. Venue lies properly in this district under 28 U.S.C. §1391(b).
4. Plaintiff is a resident of Nebraska.
5. Defendant Trans Union LLC (Trans Union) is an Illinois corporation.
6. Defendant Trans Union was and is engaged in the business of credit reporting, all within Nebraska.

7. Defendant Experian Information Solutions Inc. is a Delaware corporation.

8. Defendant Experian was and is engaged in the business of credit reporting, all within Nebraska.

9. Plaintiff's creditors and potential creditors have accessed Plaintiff's reports while the misreporting was on the credit report and were misinformed by Defendants about Plaintiff's credit worthiness.

10. The inaccurate information negatively reflects upon the Plaintiff, Plaintiff's credit repayment history, and Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

Count I – Violations of the Fair Credit Reporting Act - Defendants Experian and Trans Union

Comes now Plaintiff and for Count I against Defendants Experian and Trans Union and alleges to the Court:

11. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

12. Pertinent hereto, Trans Union, LLC regularly engaged in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers to furnish consumer reports to third parties, and which uses any means or facility of interstate commerce to prepare or furnish consumer reports.

13. Pertinent hereto, Experian regularly engaged in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers to furnish consumer reports to third parties, and which uses any means or

facility of interstate commerce to prepare or furnish consumer reports.

14. Pertinent hereto, the Plaintiff Eric Beaty is a "consumer" as that term is defined by 15 U.S.C. §1681a(c).

15. Pertinent hereto, the above-mentioned credit reports were written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living used or expected to be used or collected in whole or in part to serve as a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes; or any other purpose authorized under 15 U.S.C. 1681b.

16. Under 15 U.S.C. §1681n and 15 U.S.C. §1681o, Defendants Experian and Trans Union are liable to the Plaintiff for willfully and negligently violating the requirements imposed on Defendants Experian and Trans Union of information under 15 U.S.C. §1681e(b) in assuring reasonable procedures to assure maximum possible accuracy to prevent such reporting of inaccurate information in Plaintiff's reports.

17. In addition, Plaintiff disputed the inaccuracy to Defendants Experian and Trans Union.

18. Upon information and belief, the Credit Report Agency Defendants reported to the Defendant Citibank N.A. that Plaintiff disputed the charge-off, delinquency and false credit reporting.

19. Defendants Experian and Trans Union failed to correct the inaccuracies and reverified to Plaintiff that the reporting was accurate.

20. Equifax, a competing Credit Reporting Agency who also maintained a credit file on Eric Beaty corrected this issue upon dispute by Eric Beaty and otherwise maintained reasonable procedures to assure maximum possible accuracy, unlike Defendant.

21. Under 15 U.S.C. §1681n and 15 U.S.C. §1681o, Defendants Experian and Trans Union are liable to the Plaintiff for willfully and negligently violating the requirements imposed on Defendants Experian and Trans Union of information under 15 U.S.C. §1681i wherein the Defendants failed to use reasonable procedures to reinvestigate Plaintiff's disputes and, likewise, took inadequate action to correct Plaintiff's consumer reports or delete the false data or otherwise conduct an appropriate, lawful reinvestigation.

22. The conduct of Defendants Experian and Trans Union were a direct and proximate cause, and a substantial factor, in bringing about the serious injuries, actual damages and harm to the Plaintiff and Defendants Experian and Trans Union are liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, and such further relief, as permitted by law.

23. Plaintiff hereby demands a trial by jury of all issues triable as of right by jury.

WHEREFORE, Plaintiff seek judgment in Plaintiff's favor and damages against Defendants Experian and Trans Union based on the following requested relief:

- a. Actual damages;
- b. Statutory damages;

- c. Punitive damages;
 - d. Costs and reasonable attorney's fees under 15 U.S.C. §§1681n and 1681o;
- and
- e. Such other and further relief as may be necessary, just and proper.

**Count II – Violations of the Fair Credit Reporting Act – Defendant
Citibank N.A.**

Comes now Plaintiff and for Count II against Defendant Citibank N.A. and states and alleges to the Court:

47. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

48. Upon information and belief, the Defendant Experian reported to the Defendant Citibank N.A. that Plaintiff disputed the charge-off, delinquency and false credit reporting.

49. Despite receipt of the dispute, the Defendant Citibank N.A. failed to respond with truthful information, failed to acknowledge the disputes and/or repeatedly reported the false, derogatory information to the Defendant Experian, all in violation of the Act.

50. According to Defendant Experian' credit reports for Scott Peter, the Defendant Citibank N.A. continued to falsely report about Plaintiff after the dispute.

51. Defendant Citibank N.A. has likewise willfully or negligently, violated the Fair Credit Reporting Act, 15 U.S.C. §1681s-2(b), by failing to respond to reinvestigation requests and failing to supply accurate and truthful information.

52. Rather, Defendant Citibank N.A. continued to report false and inaccurate information and failed to retract, delete and suppress false and inaccurate information it reported about the Plaintiff, as described more above.

53. Defendant Citibank N.A. failed to investigate or reinvestigate regarding consumer credit data it reported and repeatedly re-reported about Plaintiff.

54. Defendant Citibank N.A. failed to review all relevant and pertinent information provided to it by Defendant Experian.

55. Defendant Citibank N.A. knew or should have known that its reporting and activities would (and will) damage Plaintiff and ability to enjoy life and utilize the credit rating and reputation property rights secured by honoring obligations to all of creditors.

56. Defendant Citibank N.A., furnisher-subscriber (creditor and collector) failed to acknowledge and respond with truthful information in response to Plaintiff's disputes and to advise the Defendant Experian of receipt of such disputes and complaints regarding consumer credit data they had been reporting and re-reporting about Plaintiff.

57. The conduct of Defendant Citibank N.A. was a direct and proximate cause, and a substantial factor, in bringing about the serious injuries, actual damages and harm to the Plaintiff and Defendant is liable to the Plaintiff for statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, and such further relief, as permitted by law.

WHEREFORE, Plaintiff seek judgment in Plaintiff's favor and damages against the Defendant Citibank N.A. for the following requested relief:

- a. Actual damages;

- b. Statutory damages;
- c. Punitive damages;
- d. Costs and reasonable attorney's fees under 15 U.S.C. §§1681n and 1681o;

and

- e. Such other and further relief as may be necessary, just and proper.

/s/ Tregg Lunn

Tregg Lunn NSBA #22999

Law Office of Tregg Lunn

Attorney for Plaintiff

830 L Street, Suite 200

Lincoln, NE 68508

(402) 730-7021

tregg@tregglunnlaw.com